

SUBJECT: RESOLUTION NO. 77, SERIES 2025 – A RESOLUTION
APPROVING A REVISED ICE RINK MANAGEMENT AND LICENSE
AGREEMENT WITH THE MAIN STREET LOUISVILLE BUSINESS
IMPROVEMENT DISTRICT

DATE: OCTOBER 7, 2025

PREPARED BY: VANESSA ZARATE, CECD, ECONOMIC VITALITY MANAGER

PRESENTED BY: VANESSA ZARATE, CECD, ECONOMIC VITALITY MANAGER

SUMMARY:

On September 16, 2025, City Council meeting, City Council approved an operating contract with the Main Street Business Improvement District for operation of the downtown ice-skating rink for the 2025-2026 skating season.

The contract is being presented today with a few revisions to align the contract with the BID's operating plan and budget for 2025-2026, which is due to be adopted at October 7, 2025, City Council meeting, and some additional revisions requested by the BID.

BACKGROUND / PRIOR DISCUSSIONS:

A contract with the Main Street Business Improvement District was previously approved at the September 16, 2025, City Council meeting.

ANALYSIS:

The decision in front of council today is whether to approve the proposed revised contract between the City and the Main Street Business Improvement District. The contract approved at the September 16, 2025, City Council meeting has not been executed.

2025 COUNCIL WORK PLAN:

While not identified specifically as a 2025 work plan item, Economic Vitality has been identified as a priority within the City of Louisville. Supporting the continued operations of the downtown ice-skating rink supports economic vitality goals by supporting businesses, encouraging visitors and supporting quality of life activities for residents.

FISCAL IMPACT:

Budgeted?: Yes

There is no fiscal impact to adopting this revised contract.

ALTERNATIVE(S):

Alternatives include not agreeing to the revised contract

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RECOMMENDATION:

Staff recommend City Council approval of the revised contract with the Main Street Business Improvement District for operations of the downtown ice-skating rink.

ATTACHMENT(S):

1. Resolution No. 77, Series 2025
2. Proposed Revised Contract
3. Revised Contract Redline
4. Rink Premises

**RESOLUTION NO. 77
SERIES 2025**

**A RESOLUTION APPROVING A REVISED ICE RINK MANAGEMENT AND LICENSE
AGREEMENT WITH THE MAIN STREET LOUISVILLE BUSINESS IMPROVEMENT
DISTRICT**

WHEREAS, the City has, through agreement with third-party vendors, operated an ice-skating venue at 824 Front Street for many years; and

WHEREAS, for the 2025-2026 season, the City and the Main Street Louisville Business Improvement District (the “BID”) have proposed an Ice Rink Management and License Agreement, pursuant to which the BID will operate the rink; and

WHEREAS, by Resolution No. 69, adopted on September 16, 2025, the City Council approved an Ice Rink Management and License Agreement with the BID; and

WHEREAS, the BID has requested certain revisions to the agreement, as set forth in the revised Agreement that accompanies this resolution; and

WHEREAS, by this Resolution, the City Council desires to approve such revised agreement for the 2025-2026 Winter Skate Season.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF LOUISVILLE, COLORADO:**

Section 1. The City Council hereby approves the revised Ice Rink Management and License Agreement for the 2025-2026 Winter Skate Season (the “Agreement”) in substantially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

Section 3. Resolution No. 69 is hereby repealed.

PASSED AND ADOPTED this 7th day of October 2025.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

**ICE RINK MANAGEMENT AND LICENSE AGREEMENT
2025-2026 Winter Skating Season**

THIS ICE RINK MANAGEMENT AND LICENSE AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____, 2025, by and between the CITY OF LOUISVILLE, a Colorado home rule municipality (the "**City**"), and the MAIN STREET LOUISVILLE BUSINESS IMPROVEMENT DISTRICT, a Colorado quasi-municipal corporation and political subdivision ("**BID**").

WHEREAS, the City is the owner of certain real property located at 824 Front Street, Louisville, Colorado, commonly referred to as the Steinbaugh Pavilion; and

WHEREAS, the City conducts an annual wintertime temporary ice skating event at Steinbaugh Pavilion (the "**Event**"); and

WHEREAS, the City desires to engage the BID to manage and conduct the Event and is willing to grant the BID a revocable license to use and occupy the Steinbaugh Pavilion for the Event in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual promises contained herein the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of the Agreement.

2. License. The City hereby grants to the BID a revocable license to use and occupy the real property located at 824 Front Street and commonly referred to as the Steinbaugh Pavilion, together with the improvements thereon, as generally shown on Exhibit A (the "**Premises**"), for the conduct of the Event. During the term of this Agreement, the BID shall have exclusive use of the Premises for the conduct of the Event. There shall be no charge to the BID for its use of the Premises for the Event.

3. BID Responsibilities. During the term of this Agreement, the BID agrees to conduct and manage the Event, which consists of ice rink installation, operation, and maintenance; ticket sales; skate rental and sharpening; rink rentals; and entertainment. Without limiting the generality of the foregoing, the BID agrees to perform the following:

a. **Equipment Rental, Purchase, and Installation.** The BID will, at its sole expense, rent the chiller, Zamboni, and portable toilets (the "**BID Equipment**"), and will install such BID Equipment at the Premises. The BID shall submit to the City for approval a proposed schedule for Equipment delivery, set-up, maintenance, operation, and removal of all Equipment. All approvals by the City required by this Agreement shall be given by the City Representative identified in Section 7. The BID may modify the schedule as needed due to delivery delays, labor unavailability or other unanticipated occurrences. In its discretion, the BID may purchase all or part of the BID Equipment.

b. Event Management Services. The BID shall provide the following management services for the Event (collectively, the “**Management Services**”):

i. Provide all operational staff and be exclusively responsible for the management of such personnel and the payment of all wages and withholdings in connection therewith. The BID shall provide site-specific training to all staff members with a focus on providing excellent customer service.

ii. Manage all concession activities, including obtaining all necessary licenses and permits and providing all concession merchandise and supplies. The City Representative shall provide a full list of all such licenses and permits within two days of the execution of this Agreement. The cost of licenses and permits shall be borne by the City. Any City licenses and permits shall be promptly issued upon request.

iii. Maintain all ice surfaces and keep the same reasonably free from snow and debris; keep all walkways within the Premises reasonably free from ice and snow; and keep all outdoor areas within the Premises free from trash and debris. The BID shall immediately notify the City in the event that the BID has actual knowledge that repairs are required to any City-owned or leased building, equipment, or area.

iv. Manage ice rink rentals by private parties and leagues for use of the ice rink outside of the hours of operation for the open public skate established pursuant to Section 3.c.ii. Private leagues may include one or more broomball teams.

v. Except as provided in Section 15, be solely responsible for payment of all applicable taxes and obtain and keep in force all applicable permits and approvals. The BID agrees to pay all performing rights licensing fees to BMI, ASCAP, or other performing rights organizations for performances held pursuant to this Agreement at the rate specified by such licensing organizations. The City holds no responsibility for these payments.

vi. If the BID has actual knowledge of potential violations of City ordinances, rules, or regulations at the Premises during the Event, the BID will inform the Louisville Police Department to request that they be followed and enforced.

vii. The BID may contract with one or more persons or entities selected by the BID to perform all or portions of the Management Services. The BID will be solely responsible for all contracting, supervisory, and administrative matters related to execution and administration of said contract or contracts. The City will not directly work with or supervise the contractor or contractors selected by the BID.

c. Conduct of the Event. The BID shall conduct the Event in accordance with the following standards and limitations:

i. The Event shall be operated 7 days a week from November 21, 2025 to February 16, 2026, except Christmas Day and such other dates agreed to in advance by the City Manager and the BID.

ii. The hours of operation for the public skate shall be:

1. From November 21, 2025 to November 30, 2025,: Monday-Thursday from 11 a.m. to 6 pm; Friday from 11 a.m. to 10 p.m.; Saturday from 10 a.m. to 10 p.m.; and Sunday from 10 a.m. to 7 p.m.
2. From December 1, 2025 to January 2, 2026: Monday-Thursday from 11 a.m. to 7 p.m.; Friday from 11 a.m. to 10 p.m.; Saturday from 10 a.m. to 10 p.m.; and Sunday from 10 a.m. to 7 p.m.
3. January 3, 2026 and later: 11 a.m. to 6 p.m.
4. Special holiday and non-school hours shall be as provided in Exhibit B.
5. No Event activities, including public skating and private leagues or events, shall begin before 8:00 a.m. and extend beyond 11:00 p.m.

iii. The fees charged for the open public skate shall not exceed \$10 for adults and \$9 for kids aged 4 to 10. Children three and under shall be admitted for free.

iv. No carnival or amusement rides (defined to include rides with moving passenger compartments or tracks) shall be permitted.

v. Amplified sound shall not be permitted before 10 a.m. or after 10:00 p.m. Notwithstanding the foregoing, the City reserves the right to require the BID to further restrict times of and/or reduce the volume of amplified sound when deemed necessary.

vi. No alcohol sales, service, tastings, or consumption (whether for consideration or not) shall be permitted on the Premises.

vii. In January and February, provided the Department programs do not materially interfere with the Event, the BID agrees that the City's Parks and Recreation Department may utilize the Premises free of charge for its own ice programs outside the hours of the public skate, broomball and other previously scheduled private events. The Department will furnish personnel and comply with applicable provisions of this Agreement for its programs. The Department will promptly clean and repair the Premises as needed following each program.

d. Promotion. The BID may promote the Event through advertising, including hanging sponsor banners on or around the perimeter of the Premises. The BID will remove such banners at the end of the season. In addition, the City will make available and install at the City's expense up to eight "pole banners" on light poles with existing banner hardware in the downtown area to promote the Event and the City will include a full page advertisement in the City's quarterly newsletter and a full page insert in the City's utility bills mailed to residents.

e. Post-Season Restoration of Premises. At the conclusion of the 2025-26 season, the BID shall cease use of the Premises and, after the City completes its responsibilities under Section 4(a), shall return the same to as good a condition as when the BID commenced its use of the Premises except for normal wear and tear not resulting from the BID's negligence and for any damage caused by the City. Within thirty (30) days following conclusion of the 2025-26 season, the BID shall remove any personal property or equipment installed or placed on the Premises by the BID.

4. City Responsibilities. The City agrees to provide the following support to the BID for the Event:

a. Equipment Delivery and Removal. The BID may utilize the ice rink equipment currently owned by the City, including the rink, boards, and ice skates, free of charge. The City will deliver the City-owned equipment to the Premises between October 13, 2025 and October 30, 2025 as coordinated with the BID for an efficient and cost effective installation process and will remove and store the City-owned equipment at the conclusion of the 2025-26 season.

b. Additional City-Owned Equipment. The BID shall inform the City when the BID determines that repairs, replacements or additions to the City-Owned Equipment are necessary or convenient for the operation and maintenance of the ice rink, including reasonably necessary sound and lighting equipment. If such repairs, replacements, or additions are pre-approved by the City, the City will promptly pay to the BID the reasonably required costs for the acquisition and/or repair and installation of the new or repaired City-Owned Equipment. Upon installation, that "Additional City-Owned Equipment" shall be subject to the terms of the Agreement as they relate to "City-Owned Equipment."

c. Utilities and Trash. The City will provide electrical service for the Premises at its own expense and will continue to service all City-owned trash receptacles currently on the Premises in accordance with the City's regular trash service schedule for the Premises. If, in order to keep the Premises clean, additional trash removal than that provided by the City is required, the BID shall be responsible for such trash removal.

d. Noninterference with the Event. The City shall not conduct any activity on the Premises that substantially interferes with, or disrupts the Event, except in a bona fide emergency or with the advance consent of the BID.

5. BID Compensation.

a. Deposit. On or before October 8, 2025, the City shall deposit with the BID the sum of **Thirty Thousand Dollars (\$30,000.00)** ("Deposited Funds"), which shall be used by the BID for its performance of the Management Services and for its expenses related to the performance of this Agreement. The BID shall place the Deposited Funds in a BID fund or account and shall separately account for such funds. The Deposited Funds shall be used to pay Management Services and Event costs as they become due. Except for the cost of Additional City-Owned Equipment and costs pre-approved by the City pursuant to Sections 4.b or 29, the foregoing amounts of compensation shall be inclusive of all City costs of whatsoever nature associated with the BID, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. Except as provided in Section 29, no City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

b. Invoices. The BID shall submit a monthly invoice to the City for Management Services rendered and a detailed expense report for expenses incurred during the previous month. The invoice shall document the Management Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The BID shall provide such additional backup documentation as may be reasonably required by the City. If the BID has incurred costs for pre-approved Additional City-Owned Equipment, the invoice shall include a detailed invoice for such Equipment. The City shall pay the invoice for Additional City-Owned Equipment within thirty (30) days of receipt unless the Additional City-Owned Equipment or the documentation therefor are unsatisfactory. In the event of non-payment, the City shall provide written documentation of why the invoice or documentation is unsatisfactory, and recommendations for a cure. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

c. Return of Deposited Funds. Any amounts remaining in the Deposited Funds following completion or termination of this Agreement shall be returned to the City within sixty (60) days of such completion or termination.

6. Event Revenues.

a. Revenues. The BID shall retain all amounts derived from skate admission fees, skate rentals, concession sales, fees charged to private leagues and for private events, and other revenues.

b. Sponsorships. The BID may secure sponsorships to pay for Event expenses and may retain all revenues secured from said sponsorships.

7. **Project Representation.** The City designates Vanessa Zarate, Economic Vitality Manager, as the responsible City staff (the “City Representative”) to provide direction to the BID during the Event. The City Representative shall provide prompt direction upon request. The BID shall comply with the reasonable directions given by the City Representative and such person’s designees. The BID designates Lawrence Anderson as its project manager under this Agreement (the “Project Manager”). The City Manager may change the City Representative and the BID President may change the Project Manager at any time, and will give timely written notice of a change to the other party.

8. **Term; Renewal.** The term of this Agreement shall be from the date the City executes this Agreement (the “Effective Date”) to the removal and storage of City-Owned Equipment, unless sooner terminated pursuant to Section 18, below. The BID’s Management Services under this Agreement shall commence on the Effective Date, and the BID shall proceed with diligence and promptness so that the Equipment is delivered and the Management Services are provided in a timely fashion for the skating season to begin on November 21, 2025. The City and BID have the right to renew this Agreement for additional terms upon written mutual agreement.

9. **Acknowledgment of General Condition.** The BID acknowledges that its use and occupancy of the Premises hereunder is in its present, as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. The City represents that there are no known defects on the Premises that would prevent or interfere with the BID’s performance of this Agreement and if such defects exist, the City shall promptly cure such defects at its expense, except that the BID shall be responsible for any repairs attributable to the negligence or other fault of the BID.

10. **Liens.**

a. The BID shall be solely responsible for and shall promptly pay for all services, labor or materials furnished to the Premises acquired by contract entered into by the BID. The City may at the BID’s expense discharge any liens or claims arising from the same.

b. The City shall be solely responsible for and shall promptly pay for all services, labor or materials furnished to the Premises acquired by contract entered into by the City. The BID may at the City’s expense discharge any liens or claims arising from the same.

11. **BID’s Property.**

a. The City shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of the BID placed or located on, at, or in the Premises, it being acknowledged and understood by the BID that the safety and security of any such property is the sole responsibility and risk of the BID.

b. The BID shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of the City placed or located on, at, or in the Premises, it being acknowledged and understood by the City that the safety and security of any such property is the sole responsibility and risk of the City.

12. Insurance.

a. The BID agrees to procure and maintain, at its expense, the policies of insurance set forth in Subsections a.i through a.iii. Further, the BID shall require each contractor conducting activities on the Premises pursuant to this Agreement to have and maintain at their own expense, the policies of insurance set forth in Subsections a.i through a.iii. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All applicable coverages shall be continuously maintained from the Effective Date hereunder. The required coverages are:

- i. Workers' Compensation insurance if required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- ii. General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. The additional insured endorsement shall be at least as broad as ISO form CG2010 for General Liability coverage.
- iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$400,000 per person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$50,000 per occurrence, with respect to each of BID's owned, hired or non-owned vehicles assigned to or used in performance of the Management Services. If the BID has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the BID providing services to the City under this Agreement.

b. The BID's and each of its contractor's general liability insurance and automobile liability insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the BID or its contractors. Such policies shall contain a severability of interests provision. The BID and its contractors shall be solely responsible for any deductible losses under each of the policies required above. Neither the BID nor its contractors shall be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

c. Certificates of insurance shall be provided by the BID and its contractors as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City Representative. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

d. Failure on the part of the BID or its contractors to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all reasonable premiums in connection therewith, and all monies so paid by the City shall be repaid by the BID to the City upon demand, or the City may offset the cost of the premiums against any monies due to the BID from the City.

13. Indemnity and Release.

a. The BID shall be solely responsible for any damages suffered by the City or others as a result of the BID's use and occupancy of the Premises. To the extent permitted by law, the BID agrees to indemnify and hold the City, its elected and appointed officers, agents, volunteers and employees harmless from and against all liability, claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of, resulting from, or in any way connected with (a) the BID's use and occupancy of the Premises; (b) the conduct of the Event; (c) any liens or other claims made, asserted or recorded against the Premises as a result of the BID's use or occupancy thereof; or (d) the rights and obligations of the BID under this Agreement.

b. To the extent permitted by law, the City agrees to indemnify and hold the BID, its elected and appointed officers, agents, volunteers and employees harmless from and against all liability, claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of, resulting from, or in any way connected with (a) the City's, including the Department's, use and occupancy of the Premises; (b) the conduct of a program; (c) any liens or other claims made, asserted or recorded against the BID Equipment as a result of the City's use or occupancy thereof; or (d) the rights and obligations of the City under this Agreement.

14. No Waiver of Immunity or Impairment of Other Obligations. The City and the BID are relying on and does not waive or intend to waive by any provision of this Agreement the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as from time to time amended, or otherwise available to the City, the BID, and their respective officers and employees.

15. Taxes. The Premises is presently exempt from any real property taxation. In the event the County Assessor determines that the Premises is subject to the lien of general property taxes due to the BID's use or occupancy, the City shall be responsible for the payment of taxes.

16. Right of Entry. Notwithstanding any other provisions of this Agreement to the contrary, provided the City's rights under this Section 16 do not materially interfere with the Event, the City shall at all times have the right to enter the Premises to inspect, improve, maintain, alter or utilize the Premises in any manner authorized to the City. In the exercise of its rights pursuant to this Agreement, the BID shall avoid any damage or interference with any City installations, structures, utilities, or improvements on, under, or adjacent to the Premises.

17. Hazardous Materials. The BID shall not keep, or allow its contractors or subcontractors to keep, any hazardous materials in or about the Premises without prior written consent of the City, which will be granted or denied in the City's sole discretion. "Hazardous material" includes but is not limited to asbestos, other asbestotic material (which is currently or may be designated in the future as a hazardous material), any petroleum base products, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds, and other chemical products (excluding commercially used cleaning materials in ordinary quantities) and any substance or material defined or designated as a hazardous or toxic substance, or other similar term, by any federal, state, or local law.

18. Termination.

a. At the City's option, it shall be deemed a breach of this Agreement if the BID defaults in the performance of any term or condition of this Agreement. In the event the City elects to declare a breach of this Agreement, the City shall give the BID ten (10) days written notice requiring compliance with the terms and conditions of this Agreement, or delivery of possession and cessation of further use of the Premises. In the event any default remains uncorrected after ten (10) days written notice, the City, at City's option, may declare the Agreement terminated and revoke permission for any further BID use of the Premises for the Event without prejudice to any other remedies to which the City may be entitled. Additionally, the City may, but shall not be obligated to, correct or remedy the BID's default at the BID's expense. Any such action by City to correct or remedy a default by City shall not be deemed a waiver or release of default or a discharge of any liability of the BID for the expense of correcting or remedying such default.

b. The City or the BID, individually, shall each have the right at its option to terminate this Agreement for its convenience and without any cause of any nature by giving written notice to the other party at least forty-five (45) days in advance of the termination date.

c. Upon termination of the Agreement for any reason, the City may, but is not obligated to, manage and conduct the Event with its own employees or contractors.

19. Notices. Any notices or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by facsimile transmission, email, or by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

City:
City of Louisville
Attn: City Manager
749 Main Street
Louisville, CO 80027
Dlangley@louisvilleco.gov

BID:
Main Street Louisville Business Improvement
District
746 W. Fir Ct.
Louisville, CO 80027

Lawrence Anderson, Project Manager
671 Eldorado Blvd. Apt 212
Broomfield, CO 80021
landerson@bouldercreative.org

or to such other address or the attention of such other person(s) as hereafter designated in writing by the parties. Notices given in the manner described above shall be effective, respectively, upon personal delivery, upon facsimile receipt, or upon receipt of mailing.

20. Existing Rights. The BID understands that the license granted hereunder is granted subject to prior franchise agreements and subject to all easements and other interests of record applicable to the Premises. The City shall, within two days of the making of this Agreement, furnish the BID with copies of all applicable prior franchise agreements, easements and other interests of record and inform the BID in writing of any known required permissions applicable thereto. The BID shall be solely responsible for coordinating its activities hereunder with the holders of such franchise agreements or of such easements or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such franchises or easements or other interests.

21. Records Inspection and Audit. The BID shall maintain records, books, documents, and other evidence directly pertinent to the performance of the Management Services under this Agreement in accordance with generally accepted accounting principles and practices. The City shall have the right to access and examine such records, without charge, during normal business hours upon reasonable advance notice.

The City shall further have the right to audit such records, to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

22. No Waiver. Waiver by the City or the BID of any breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

23. No Joint Venture or Partnership. Nothing contained in this Agreement is intended to create a partnership or joint venture between the City and the BID and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function or service, nor does it create a joint enterprise, nor does it authorize any Party to act as an agent of another Party hereto for any purpose whatsoever.

24. No Third Party Beneficiaries. The Parties, in their corporate and representative governmental capacity are the only parties intended to be the beneficiaries of this Agreement and no other person or entity is so intended.

25. Governing Law and Venue. The laws of the State of Colorado shall govern this Agreement, and venue shall lie exclusively in courts of the County of Boulder.

26. Payments Subject to Appropriation. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City or the BID within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. All financial obligations of the BID under this Agreement are subject to annual budgeting and appropriation by the Board of Directors of the BID, in its sole discretion within authorization of the City Council in a BID operating plan or amendment thereto.

27. No Assignment. This Agreement and the license granted herein is personal to the parties hereto. The BID shall not transfer or assign any rights or obligations under this Agreement, for monetary or any other consideration, without the prior written approval of the City, which approval is solely at the discretion of the City.

28. Entire Agreement. This Agreement is the entire agreement between the City and the BID, may be amended only by written instrument subsequently executed by the City and the BID.

29. Authority. The City Manager is hereby given authority to make any amendments to this Agreement costing less than \$5000.00 singly, without additional City Council action.

30. Survival. All of the terms and conditions of this Agreement concerning release, indemnification, termination, remedies and enforcement shall survive termination of this Agreement.

31. No Personal Liability. Nothing herein shall impose any personal liability on the elected officials, board members, managers, employees, contractors, volunteers or agents of the City or the BID.

32. Authority to Bind. Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

CITY OF LOUISVILLE

By: _____
Christopher M. Leh, Mayor

Attest: _____
Genny Kline, Interim City Clerk

BID:
MAIN STREET LOUISVILLE BUSINESS IMPROVEMENT DISTRICT

By: _____

Title: _____

EXHIBIT A
Depiction of Premises

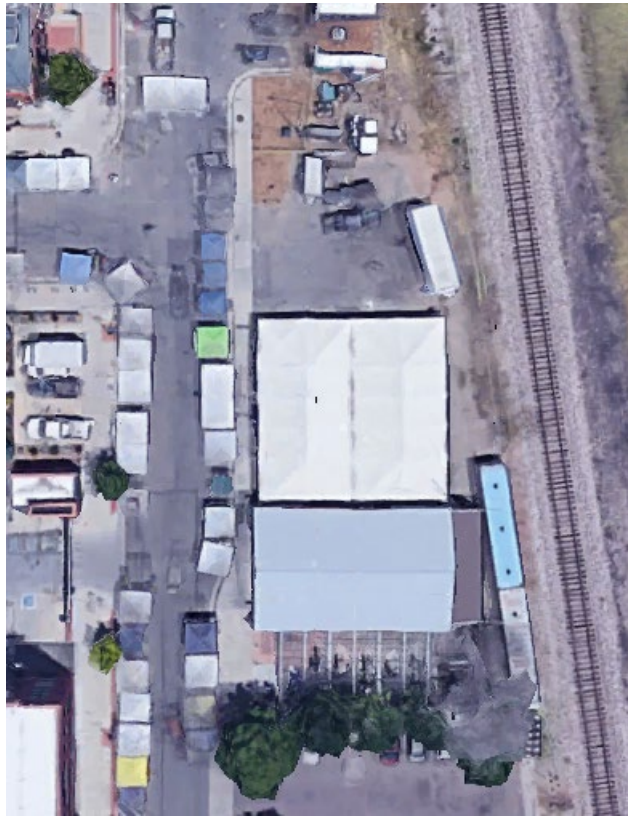


EXHIBIT B
Holiday and Non-School Day Hours for 2025-2026

<u>Date</u>	<u>Hours</u>
11/24/25	11 am to 7 pm
11/25/25	11 am to 7 pm
11/26/25	11 am to 7 pm
11/27/25 – Thanksgiving	9 am to 6 pm
11/28/25	11 am to 7 pm
12/05/25 – Parade of Lights	9 am to 11pm
12/06/25 – Parade of Lights	9 am to 11pm
12/22/25	11 am to 7 pm
12/23/25	11 am to 7 pm
12/24/25 – Christmas Eve	11 am to 5 pm
12/25/25 – Christmas Day	Closed
12/26/25	11 am to 7 pm
12/28/25	11 am to 10 pm
12/29/25	11 am to 7 pm
12/30/25	11 am to 7 pm
12/31/25 - NYE	11 am to 6 pm
01/01/26 - NYD	11 am to 6 pm
01/02/26	11 am to 7 pm
01/03/26	11 am to 10 pm
01/04/26	11 am to 8 pm
01/19/26 – M.L.K.	11 am to 7 pm
02/08/26 – Superbowl	11 am to 4 pm
02/16/26 – President's Day	11 am to 7 pm
02/17/26	11 am to 7 pm

**ICE RINK MANAGEMENT AND LICENSE AGREEMENT
2025-2026 Winter Skating Season**

THIS ICE RINK MANAGEMENT AND LICENSE AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____, 2025, by and between the CITY OF LOUISVILLE, a Colorado home rule municipality (the "**City**"), and ~~the~~ THE MAIN STREET LOUISVILLE BUSINESS IMPROVEMENT DISTRICT, a Colorado quasi-municipal corporation and political subdivision special district ("**BID**").

WHEREAS, the City is the owner of certain real property located at 824 Front Street, Louisville, Colorado, commonly referred to as the Steinbaugh Pavilion; and

WHEREAS, the City conducts an annual wintertime temporary ice skating event at Steinbaugh Pavilion (the "**Event**"); and

WHEREAS, the City desires to engage the BID to manage and conduct the Event and is willing to grant the BID a revocable license to use and occupy the Steinbaugh Pavilion for the Event in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual promises contained herein the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of the Agreement.

2. License. The City hereby grants to the BID a revocable license to use and occupy the real property located at 824 Front Street and commonly referred to as the Steinbaugh Pavilion, together with the improvements thereon, as generally shown on Exhibit A (the "**Premises**"), for the conduct of the Event. During the term of this Agreement, the BID shall have exclusive use of the Premises for the conduct of the Event. There shall be no charge to the BID for its use of the Premises for the Event.

3. BID Responsibilities. During the term of this Agreement, the BID agrees to conduct and manage the Event, which consists of ice rink installation, operation, and maintenance; ticket sales; skate rental and sharpening; rink rentals; and entertainment. Without limiting the generality of the foregoing, the BID agrees to perform the following:

a. **Equipment Rental, Purchase, and Installation.** The BID will, at its sole expense, rent ~~or purchase~~ the chiller, Zamboni, and portable toilets (the "**BID Equipment**"), and will install such BID Equipment at the Premises. The BID shall submit to the City for approval a proposed schedule for Equipment delivery, set-up, maintenance, operation, and removal of all Equipment. All approvals by the City required by this Agreement shall be given by the City Representative identified in Section 7. The BID may modify the schedule as needed due to delivery delays, labor unavailability or other

unanticipated occurrences. In its discretion, the BID may purchase all or part of the BID Equipment.

b. Event Management Services. The BID shall provide the following management services for the Event (collectively, the **"Management Services"**):

i. Provide all operational staff and be exclusively responsible for the management of such personnel and the payment of all wages and withholdings in connection therewith. The BID shall provide site-specific training to all staff members with a focus on providing excellent customer service.

ii. Manage all concession activities, including obtaining all necessary licenses and permits and providing all concession merchandise and supplies. The City Representative shall provide a full list of all such licenses and permits within two days of the execution of this Agreement. The cost of licenses and permits shall be borne by the City. Any City licenses and permits shall be promptly issued upon request.

iii. Maintain all ice surfaces and keep the same reasonably free from snow and debris; keep all walkways within the Premises reasonably free from ice and snow; and keep all outdoor areas within the Premises free from trash and debris. The BID shall immediately notify the City in the event that the BID has actual knowledge that repairs are required to any City-owned or leased building, equipment, or area.

iv. Manage ice rink rentals by private parties and leagues for use of the ice rink outside of the hours of operation for the open public skate established pursuant to Section 3.c.ii. Private leagues may include one or more broomball teams.

v. Except as provided in Section 15, be solely responsible for payment of all applicable taxes and obtain and keep in force all applicable permits and approvals. The BID agrees to pay all performing rights licensing fees to BMI, ASCAP, or other performing rights organizations for performances held pursuant to this Agreement at the rate specified by such licensing organizations. The City holds no responsibility for these payments.

vi. ~~Inform the Louisville Police Department if the BID has actual knowledge of potential violations of City ordinances, rules, and regulations to request that they be followed and enforced.~~ If the BID has actual knowledge of potential violations of City ordinances, rules, or regulations at the Premises during the Event, the BID will inform the Louisville Police Department to request that they be followed and enforced.

vii. The BID may contract with one or more persons or entities selected by the BID to perform all or portions of the Management Services. The BID will be

solely responsible for all contracting, supervisory, and administrative matters related to execution and administration of said contract or contracts. The City will not directly work with or supervise the contractor or contractors selected by the BID.

c. Conduct of the Event. The BID shall conduct the Event in accordance with the following standards and limitations:

i. The Event shall be operated 7 days a week from November 21, 2025 to February 16, 2026, except Christmas Day and such other dates agreed to in advance by the City Manager and the BID.

ii. The hours of operation for the public skate shall be:

1. From November 21, 2025 to November 30, 2025~~Before January 3, 2026:~~ Monday-~~Thursday~~Wednesday from 11 a.m. to ~~6~~8 pm; ~~Thursday~~Friday from 11 a.m. to 10 p.m.; Saturday from 10 a.m. to 10 p.m.; and Sunday from 10 a.m. to 7 p.m.

4-2. From December 1, 2025 to January 2, 2026: Monday-Thursday from 11 a.m. to 7 p.m.; Friday from 11 a.m. to 10 p.m.; Saturday from 10 a.m. to 10 p.m.; and Sunday from 10 a.m. to 7 p.m.

2-3. January 3, 2026 and later: 11 a.m. to 6 p.m.

3-4. Special holiday and non-school hours shall be as provided in Exhibit B.

4-5. No Event activities, including public skating and private leagues or events, shall begin before 8:00 a.m. and extend beyond 11:00 p.m.

iii. The fees charged for the open public skate shall not exceed \$10 for adults and \$9 for kids aged 4 to 10. Children three and under shall be admitted for free.

iv. No carnival or amusement rides (defined to include rides with moving passenger compartments or tracks) shall be permitted.

v. Amplified sound shall not be permitted before 10 a.m. or after 10:00 p.m. Notwithstanding the foregoing, the City reserves the right to require the BID to further restrict times of and/or reduce the volume of amplified sound when deemed necessary.

vi. No alcohol sales, service, tastings, or consumption (whether for consideration or not) shall be permitted on the Premises.

vii. In January and February, provided the Department programs do not materially interfere with the Event, the BID agrees that the City's Parks and Recreation Department may utilize the Premises free of charge for its own ice

programs outside the hours of the public skate, broomball and other previously scheduled private events. The Department will furnish personnel and comply with applicable provisions of this Agreement for its programs. The Department will promptly clean and repair the Premises as needed following each program.

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d. Promotion. The BID may promote the Event through advertising, including hanging sponsor banners on or around the perimeter of the Premises. The BID will remove such banners at the end of the season. In addition, the City will make available and install at the City's expense up to eight "pole banners" on light poles with existing banner hardware in the downtown area to promote the Event and the City will include a full page advertisement in the City's quarterly newsletter and a full page insert in the City's utility bills mailed to residents.

e. Post-Season Restoration of Premises. At the conclusion of the 2025-26 season, the BID shall cease use of the Premises and, after the City completes its responsibilities under Section 4(a), shall return the same to as good a condition as when the BID commenced its use of the Premises except for normal wear and tear not resulting from the BID's negligence and for any damage caused by the City. Within thirty (30) days following conclusion of the 2025-26 season, the BID shall remove any personal property or equipment installed or placed on the Premises by the BID.

4. City Responsibilities. The City agrees to provide the following support to the BID for the Event:

a. Equipment Delivery and Removal. The BID may utilize the ice rink equipment currently owned by the City, including the rink, boards, and ice skates, free of charge. The City will deliver the City-owned equipment to the Premises between October 13, 2025 and October 30, 2025 as coordinated with the BID for an efficient and cost effective installation process and will remove and store the City-owned equipment at the conclusion of the 2025-26 season.

b. Additional City-Owned Equipment. The BID shall inform the City when the BID determines that repairs, replacements or additions to the City-Owned Equipment are necessary or convenient for the operation and maintenance of the ice rink, including reasonably necessary sound and lighting equipment. If such repairs, replacements, or additions are pre-approved by the City, the City will promptly pay to the BID the reasonably required costs for the acquisition and/or repair and installation of the new or repaired City-Owned Equipment. Upon installation, that "Additional City-Owned Equipment" shall be subject to the terms of the Agreement as they relate to "City-Owned Equipment."

c. Utilities and Trash. The City will provide electrical service for the Premises at its own expense and will continue to service all City-owned trash receptacles currently on the Premises in accordance with the City's regular trash service schedule for the Premises. If, in order to keep the Premises clean, additional trash removal than that provided by the City is required, the BID shall be responsible for such trash removal.

d. Noninterference with the Event. The City shall not conduct any activity on the Premises that substantially interferes with, or disrupts the Event, except in a bona fide emergency or with the advance consent of the BID.

5. BID Compensation.

a. Deposit. On or before October 8th, 2025, the City shall deposit with the BID the sum of **Thirty Thousand Dollars (\$30,000.00)** ("Deposited Funds"), which shall be used by the BID for its performance of the Management Services and for its expenses related to the performance of this Agreement. The BID shall place the Deposited Funds in a BID fund or account and shall separately account for such funds. The Deposited Funds shall be used to pay Management Services and Event costs as they become due. Except for the cost of Additional City-Owned Equipment and costs pre-approved by the City pursuant to Sections 4.b or 29, the foregoing amounts of compensation shall be inclusive of all City costs of whatsoever nature associated with the BID, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. Except as provided in Section 29, no City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

b. Invoices. The BID shall submit a monthly invoice to the City for Management Services rendered and a detailed expense report for expenses incurred during the previous month. The invoice shall document the Management Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The BID shall provide such additional backup documentation as may be reasonably required by the City. If the BID has incurred costs for pre-approved Additional City-Owned Equipment, the invoice shall include a detailed invoice for such Equipment. The City shall pay the invoice for Additional City-Owned Equipment within thirty (30) days of receipt unless the Additional City-Owned Equipment or the documentation therefor are unsatisfactory. In the event of non-payment, the City shall provide written documentation of why the invoice or documentation is unsatisfactory, and recommendations for a cure. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

c. Return of Deposited Funds. Any amounts remaining in the Deposited Funds following completion or termination of this Agreement shall be returned to the City within sixty (60) days of such completion or termination.

6. Event Revenues.

a. Revenues. The BID shall retain all amounts derived from skate admission fees, skate rentals, concession sales, fees charged to private leagues and for private events, and other revenues.

b. Sponsorships. The BID may secure sponsorships to pay for Event expenses and may retain all revenues secured from said sponsorships.

7. **Project Representation.** The City designates Vanessa Zarate, Economic Vitality Manager, as the responsible City staff (the "City Representative") to provide direction to the BID during the Event. The City Representative shall provide prompt direction upon request. The BID shall comply with the reasonable directions given by the City Representative and such person's designees. The BID designates Lawrence Anderson as its project manager under this Agreement (the "Project Manager"). The City Manager may change the City Representative and the BID President may change the Project Manager at any time, and will give timely written notice of a change to the other party.

8. **Term; Renewal.** The term of this Agreement shall be from the date the City executes this Agreement (the "Effective Date") to the removal and storage of City-Owned Equipment, unless sooner terminated pursuant to Section 18, below. The BID's Management Services under this Agreement shall commence on the Effective Date, and the BID shall proceed with diligence and promptness so that the Equipment is delivered and the Management Services are provided in a timely fashion for the skating season to begin on November 21, 2025. The City and BID have the right to renew this Agreement for additional terms upon written mutual agreement.

9. **Acknowledgment of General Condition.** The BID acknowledges that its use and occupancy of the Premises hereunder is in its present, as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. The City represents that there are no known defects on the Premises that would prevent or interfere with the BID's performance of this Agreement and if such defects exist, the City shall promptly cure such defects at its expense, except that the BID shall be responsible for any repairs attributable to the negligence or other fault of the BID.

10. **Liens.**

a. The BID shall be solely responsible for and shall promptly pay for all services, labor or materials furnished to the Premises acquired by contract entered into by the BID. The City may at the BID's expense discharge any liens or claims arising from the same.

b. The City shall be solely responsible for and shall promptly pay for all services, labor or materials furnished to the Premises acquired by contract entered into by the City. The BID may at the City's expense discharge any liens or claims arising from the same.

11. **BID's Property.**

a. The City shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of the BID placed or located on, at, or in the Premises, it being acknowledged and understood by the BID that the safety and security of any such property is the sole responsibility and risk of the BID.

b. The BID shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of the City placed or located on, at, or in the Premises, it being acknowledged and understood by the City that the safety and security of any such property is the sole responsibility and risk of the City.

12. Insurance.

a. The BID agrees to procure and maintain, at its expense, the policies of insurance set forth in Subsections a.i through a.iii. Further, the BID shall require each contractor conducting activities on the Premises pursuant to this Agreement to have and maintain at their own expense, the policies of insurance set forth in Subsections a.i through a.iii. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All applicable coverages shall be continuously maintained from the Effective Date hereunder. The required coverages are:

- i. Workers' Compensation insurance if required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- ii. General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. The additional insured endorsement shall be at least as broad as ISO form CG2010 for General Liability coverage.
- iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$400,000 per person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$50,000 per occurrence, with respect to each of BID's owned, hired or non-owned vehicles assigned to or used in performance of the Management Services. If the BID has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the BID providing services to the City under this Agreement.

b. The BID's and each of its contractor's general liability insurance and automobile liability insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the BID or its contractors. Such policies shall contain a severability of interests provision. The BID and its contractors shall

be solely responsible for any deductible losses under each of the policies required above. Neither the BID nor its contractors shall be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

c. Certificates of insurance shall be provided by the BID and its contractors as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City Representative. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

d. Failure on the part of the BID or its contractors to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all reasonable premiums in connection therewith, and all monies so paid by the City shall be repaid by the BID to the City upon demand, or the City may offset the cost of the premiums against any monies due to the BID from the City.

13. Indemnity and Release.

a. The BID shall be solely responsible for any damages suffered by the City or others as a result of the BID's use and occupancy of the Premises. To the extent permitted by law, the BID agrees to indemnify and hold the City, its elected and appointed officers, agents, volunteers and employees harmless from and against all liability, claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of, resulting from, or in any way connected with (a) the BID's use and occupancy of the Premises; (b) the conduct of the Event; (c) any liens or other claims made, asserted or recorded against the Premises as a result of the BID's use or occupancy thereof; or (d) the rights and obligations of the BID under this Agreement.

b. To the extent permitted by law, the City agrees to indemnify and hold the BID, its elected and appointed officers, agents, volunteers and employees harmless from and against all liability, claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of, resulting from, or in any way connected with (a) the City's, including the Department's, use and occupancy of the Premises; (b) the conduct of a program; (c) any liens or other claims made, asserted or recorded against the BID Equipment as a result of the City's use or occupancy thereof; or (d) the rights and obligations of the City under this Agreement.

14. **No Waiver of Immunity or Impairment of Other Obligations.** The City and the BID are relying on and does not waive or intend to waive by any provision of this Agreement the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as from time to time amended, or otherwise available to the City, the BID, and their respective and its officers and employees.

15. **Taxes.** The Premises is presently exempt from any real property taxation. In the event the County Assessor determines that the Premises is subject to the lien of general property taxes due to the BID's use or occupancy, the City shall be responsible for the payment of taxes.

16. **Right of Entry.** Notwithstanding any other provisions of this Agreement to the contrary, provided the City's rights under this Section 16 do not materially interfere with the Event, the City shall at all times have the right to enter the Premises to inspect, improve, maintain, alter or utilize the Premises in any manner authorized to the City. In the exercise of its rights pursuant to this Agreement, the BID shall avoid any damage or interference with any City installations, structures, utilities, or improvements on, under, or adjacent to the Premises.

17. **Hazardous Materials.** The BID shall not keep, or allow its contractors or subcontractors to keep, any hazardous materials in or about the Premises without prior written consent of the City, which will be granted or denied in the City's sole discretion. "Hazardous material" includes but is not limited to asbestos, other asbestotic material (which is currently or may be designated in the future as a hazardous material), any petroleum base products, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds, and other chemical products (excluding commercially used cleaning materials in ordinary quantities) and any substance or material defined or designated as a hazardous or toxic substance, or other similar term, by any federal, state, or local law.

18. **Termination.**

a. At the City's option, it shall be deemed a breach of this Agreement if the BID defaults in the performance of any term or condition of this Agreement. In the event the City elects to declare a breach of this Agreement, the City shall give the BID ten (10) days written notice requiring compliance with the terms and conditions of this Agreement, or delivery of possession and cessation of further use of the Premises. In the event any default remains uncorrected after ten (10) days written notice, the City, at City's option, may declare the Agreement terminated and revoke permission for any further BID use of the Premises for the Event without prejudice to any other remedies to which the City may be entitled. Additionally, the City may, but shall not be obligated to, correct or remedy the BID's default at the BID's expense. Any such action by City to correct or remedy a default by City shall not be deemed a waiver or release of default or a discharge of any liability of the BID for the expense of correcting or remedying such default.

b. The City or the BID, individually, shall each have the right at its option to terminate this Agreement for its convenience and without any cause of any nature by giving written notice to the other party at least ~~forty-five ninety~~ (4590) days in advance of the termination date.

c. Upon termination of the Agreement for any reason, the City may, but is not obligated to, manage and conduct the Event with its own employees or contractors.

19. Notices. Any notices or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by facsimile transmission, email, or by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

City:
City of Louisville
Attn: City Manager
749 Main Street
Louisville, CO 80027
Dlangley@louisvilleco.gov

BID:
Main Street Louisville Business Improvement
District
746 W. Fir Ct.
Louisville, CO 80027

~~Attn:~~ Lawrence Anderson, Project Manager
671 Eldorado Blvd. Apt 212
Broomfield, CO 80021
landerson@bouldercreative.org

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or to such other address or the attention of such other person(s) as hereafter designated in writing by the parties. Notices given in the manner described above shall be effective, respectively, upon personal delivery, upon facsimile receipt, or upon receipt of mailing.

20. Existing Rights. The BID understands that the license granted hereunder is granted subject to prior franchise agreements and subject to all easements and other interests of record applicable to the Premises. The City shall, within two days of the making of this Agreement, furnish the BID with copies of all applicable prior franchise agreements, easements and other interests of record and inform the BID in writing of any known required permissions applicable thereto. The BID shall be solely responsible for coordinating its activities hereunder with the holders of such franchise agreements or of such easements or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such franchises or easements or other interests.

21. Records Inspection and Audit. The BID shall maintain records, books, documents, and other evidence directly pertinent to the performance of the Management Services under this Agreement in accordance with generally accepted accounting principles and practices. The City shall have the right to access and examine such

records, without charge, during normal business hours upon reasonable advance notice. The City shall further have the right to audit such records, to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

22. No Waiver. Waiver by the City or the BID of any breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

23. No Joint Venture or Partnership. Nothing contained in this Agreement is intended to create a partnership or joint venture between the City and the BID and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function or service, nor does it create a joint enterprise, nor does it authorize any Party to act as an agent of another Party hereto for any purpose whatsoever.

24. No Third Party Beneficiaries. The Parties, in their corporate and representative governmental capacity are the only parties intended to be the beneficiaries of this Agreement and no other person or entity is so intended.

25. Governing Law and Venue. The laws of the State of Colorado shall govern this Agreement, and venue shall lie exclusively in courts of the County of Boulder.

26. Payments Subject to Appropriation. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City or the BID within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. All financial obligations of the BID under this Agreement are subject to annual budgeting and appropriation by the Board of Directors of the BID, in its sole discretion within authorization of the City Council in a BID operating plan or amendment thereto.

27. No Assignment. This Agreement and the license granted herein is personal to the parties hereto. The BID shall not transfer or assign any rights or obligations under this Agreement, for monetary or any other consideration, without the prior written approval of the City, which approval is solely at the discretion of the City.

28. Entire Agreement. This Agreement is the entire agreement between the City and the BID, may be amended only by written instrument subsequently executed by the City and the BID.

29. Authority. The City Manager is hereby given authority to make any amendments to this Agreement costing less than \$5000.00 singly, without additional City Council action.

30. Survival. All of the terms and conditions of this Agreement concerning release, indemnification, termination, remedies and enforcement shall survive termination of this Agreement.

31. No Personal Liability. Nothing herein shall impose any personal liability on the elected officials, board members, managers, employees, contractors, volunteers or agents of the City or the BID.

32. Authority to Bind. Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

CITY OF LOUISVILLE

By: _____
Christopher M. Leh, Mayor

Attest: _____
Genny Kline, Interim City Clerk

BID:
MAIN STREET LOUISVILLE BUSINESS IMPROVEMENT DISTRICT

By: _____
Erik Hartrøft, Assistant Secretary/Treasurer

Title: _____

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EXHIBIT A
Depiction of Premises



Commented [VZ2]: Let me know if this isnt a good enough depiction

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EXHIBIT B
Holiday and Non-School Day Hours for 2025-2026

<u>Date</u>	<u>Hours</u>
11/24/25	11 am to 7 pm
11/25/25	11 am to 7 pm
11/26/25	11 am to 7 pm
11/27/25 – Thanksgiving	9 am to 6 pm
11/28/25	11 am to 7 pm
12/05/25 – Parade of Lights	9 am to 11pm
12/06/25 – Parade of Lights	9 am to 11pm
12/22/25	11 am to 7 pm
12/23/25	11 am to 7 pm
12/24/25 – Christmas Eve	11 am to 5 pm
12/25/25 – Christmas Day	Closed
12/26/25	11 am to 7 pm
12/28/25	11 am to 10 pm
12/29/25	11 am to 7 pm
12/30/25	11 am to 7 pm
12/31/25 - NYE	11 am to 6 pm
01/01/26 - NYD	11 am to 6 pm
01/02/26	11 am to 7 pm
01/03/26	11 am to 10 pm
01/04/26	11 am to 8 pm
01/19/26 – M.L.K.	11 am to 7:40 pm
02/08/26 – Superbowl	11 am to 4 pm
02/16/26 – President's Day	11 am to 7 pm
02/17/26	11 am to 7 pm

